

BSI-210



PATENT

8 1/2
2/25/97

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: G. Goicoechea et al. : Art Unit: 3308
Serial No.: 08/463,987 : Examiner: M. Milano
Filed: June 5, 1995 :
For: BIFURCATED ENDOLUMINAL :
PROSTHESIS :

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MAR 17 1997

GROUP 3300

PETITION FOR CORRECTION OF INVENTORSHIP PURSUANT
TO 37 C.F.R. § 1.48(a)

Assistant Commissioner for Patents
Washington, D.C. 20231

S I R :

Applicants, by their attorney, request that the inventorship of the above-identified application be changed from George Goicoechea, Claude Mialhe, and John Hudson, as joint inventors, to George Goicoechea, Claude Mialhe, John Hudson, Andrew H. Cragg, and Michael D. Dake, as joint inventors. The names of Andrew H. Cragg and Michael D. Dake were omitted from the transmittal papers of this application through error without any deceptive intention on the part of the actual inventors.

As required by 37 C.F.R. § 1.48(a), enclosed with this petition are:

(a) a statement of facts verified by each of the original named inventors establishing when the error without deceptive intention was discovered, and how it occurred, and the diligence with which this petition is being made with respect to these facts;

(b) a statement of facts verified by the attorneys who prepared and filed the application, establishing when the error without deceptive intention was discovered, and how it occurred, and the diligence with which this petition is being made with respect to these facts;

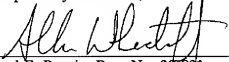
(c) a new declaration pursuant to 37 C.F.R. § 1.63 (five copies, each signed by one of the actual inventors);

(d) the written consent of the assignee, Boston Scientific Technology, Inc., to change the inventorship; and

(e) an assignee certification under 37 C.F.R. § 3.73(b).

Pursuant to 37 C.F.R. § 1.17(h), a check is enclosed for the petition fee of \$130.00.

Respectfully Submitted,



Paul F. Prestia, Reg. No. 23,031
Allan M. Wheatcraft, Reg. No. 36,307
Attorneys for Applicants

AMW/mjc

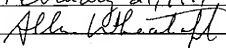
Enclosures: Statements of Facts
Declaration (5 copies)
Written Consent
Assignee Certification

Dated: February 21, 1997

Suite 301
One Westlakes, Berwyn
P.O. Box 980
Valley Forge, PA 19482
(610) 407-0700

The Assistant Commissioner for Patents is hereby authorized to charge payment to Deposit Account No. 18-0350 of any fees associated with this communication.

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on:

February 21, 1997




02/25/97

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CONSENT OF ASSIGNEE TO CHANGE OF INVENTORSHIP

Assistant Commissioner for Patents
Washington, D.C. 20231

S I R :

Pursuant to 37 C.F.R. § 1.48, the undersigned, a duly authorized representative of Boston Scientific Technology, Inc., hereby gives the consent of Boston Scientific Technology, Inc., as assignee of the above-identified application, to the change of inventorship in the above-identified application, from George Goicoechea, Claude Mialhe, and John Hudson, as joint inventors to George Goicoechea, Claude Mialhe, John Hudson, Andrew H. Cragg, and Michael D. Dake, as joint inventors.

Boston Scientific Technology, Inc. is the assignee of the above-identified application by virtue of the assignment documents executed by MinTec, Inc. to Boston Scientific Technology, Inc. and from the five properly-named inventors to MinTec, copies of all of which are enclosed herewith.

Respectfully Submitted,

Daniel O. Adams
Vice President, R&D
Boston Scientific Technology, Inc.

Feb 10, 1997

Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: G. Goicoechea et al. : Art Unit: 3308
Serial No.: 08/463,987 : Examiner: M. Milano
Filed: June 5, 1995 :
For: BIFURCATED ENDOLUMINAL :
PROSTHESIS :

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Assistant Commissioner for Patents
Washington, D.C. 20231

S I R :

Boston Scientific Technology, Inc., a Minnesota corporation having a place of business at One SCIMED Place, Maple Grove, Minnesota 55311-1566, certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of assignments from the original assignee of the above-identified patent application to Boston Scientific Technology, Inc., and from the inventors of the above-identified patent application to the original assignee, copies of all of which are attached.

The undersigned has reviewed all of the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and alike so made are punishable by fine or imprisonment, or both,

under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the above-identified application or any patent issued thereon.

Respectfully Submitted,



Daniel O. Adams
Vice President, R&D
Boston Scientific Technology, Inc.

Feb 10, 1997

Date

PATENT ASSIGNMENT

WHEREAS, MinTec Inc., a corporation organized and existing under and by virtue of the laws of Turks and Caicos Islands, and having a place of business at Freeport, Grand Bahama, Bahamas (hereinafter "MinTec"), is the owner of the entire right, title and interest in and to U.S. Patent Application Serial No. 08/463,987, filed June 5, 1995, entitled BIFURCATED ENDOLUMINAL PROSTHESIS, and the inventions disclosed therein, by virtue of an Assignment which was recorded with the U.S. Patent and Trademark Office at Reel 7260, Frame 0520;

WHEREAS, Boston Scientific Technology, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having a place of business at One SCIMED Place, Maple Grove, Minnesota 55311-1566 (hereinafter "Assignee"), desires to acquire from MinTec the entire right, title and interest in and to said inventions, said application, and all patents which may in the future be issued for said inventions and from said application;

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth below and in related contractual undertakings of the parties hereto, including one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, MinTec agrees as follows:

1. MinTec hereby grants, to Assignee, MinTec's entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in said inventions, said patent application, and all patents which may in the future be issued for said inventions and said application, and in and to all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said inventions, and all letters patent and reissues thereof, issued or issuing for said inventions in the United States of America and in any and all foreign

countries and all rights acquired by MinTec in prior assignments to MinTec of the property assigned hereunder.

2. Upon request of Assignee or its successors or assigns or a legal representative thereof, MinTec shall supply all information and evidence of which it or any of its employees or agents has knowledge or possession, relating to the making and practice of said inventions, to have its officers or employees: testify in any legal proceeding relating thereto; execute all instruments proper to patent the inventions in the United States of America and foreign countries in the name of Assignee; and execute all instruments proper to carry out the intent of this instrument.

3. MinTec hereby assigns to Assignee all of MinTec's rights relating to the obligations imposed on the inventors of said inventions by the above-referenced Assignment.

4. MinTec hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent, which issue from said application, to Assignee or its successors and assigns, as the owner of all right, title and interest therein.

IN WITNESS WHEREOF, MinTec has placed its signature hereon
this 24th day of April, 1996.

MinTec Inc.

By: 

Name: Dr. George Goicoechea

Title: President

United States Patent Rights

ATTORNEY DOCKET NO.

ASSIGNMENT

Serial No. _____

Filed _____

WHEREAS, Andrew Cragg, Claude Mialhe, George Goicoechea
and John Hudson

Insert Name(s)
 of Inventor(s)

Insert Title
 of Invention

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in _____

BIFURCATED ENDOLUMINAL PROSTHESIS

for which an application for Letters Patent of the United States of America has been executed by the undersigned

Insert Date
 of Signing of
 Application

on _____; and

WHEREAS, MINTEC, INC.

Insert Name
 of Assignee

Insert Address
 of Assignee

of P.O. BOX F-44289, PEEL ST.

FREEPORT, GRAND BAHAMA, BAHAMAS

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America and its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America and its territories, dependencies and possessions, and in and to any and all divisions, reissues, continuations and extensions thereof for the full term or terms for which the same may be granted.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

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The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division or reissue thereof or Letters Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue any and all Letters Patents of the United States of America resulting from said application or any division or divisions or continuing or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of _____ the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U. S. Patent and Trademark Office for recordation of this document.

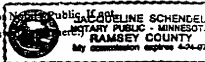
In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 8/22/94 Name of Inventor Andrew Cragg (signature) _____ (SEAL)
Date 9/5/94 Name of Inventor Claude Mialhe (signature) _____ (SEAL)
Date August 29/94 Name of Inventor George Goicoechea (signature) _____ (SEAL)
Date 4 August - 94 Name of Inventor John Hudson (signature) _____ (SEAL)
Date _____ Name of Inventor _____ (signature) _____ (SEAL)

RECORDED
PATENT & TRADEMARK OFFICE

SEP 27 94

(This assignment should preferably be acknowledged before a United States Consul or notary public, then the execution by the Inventor(s) should be witnessed by at least two other persons.)



Witness Jacqueline Schendel
cc. John A. F. Cate
Witness _____
Je soussigné GARARD LIOT natuire associé
VIDAUBAN (83550), certifie véritable
signature de Monsieur Claude MIALHE
apposé ce jour _____ en ma présence
le 6 SEPTEMBRE 1994

Release and Assignment

This is an Agreement, effective as of April 30, 1996, between Dr. Michael Dake, of Palo Alto, California and MinTec, Inc., a company organized under the laws of the Turks and Caicos (hereafter MinTec).

WHEREAS, MinTec is in the business of developing and selling endoluminal stents, stent-grafts and related equipment and methods,

WHEREAS, Dr. George Goicoechea, Dr. Andrew Cragg and Mr. John Hudson are or were associated with MinTec and are or were involved in the above referenced developments,

WHEREAS, Dr. Dake is an Interventional Radiologist at Stanford University Hospital,

WHEREAS, at some time on or after January 21, 1993, Dr. Dake discussed, consulted, and communicated with one or more of Dr. George Goicoechea, Dr. Andrew Cragg and Mr. John Hudson, concerning various aspects of a prospective product generally characterized as a bifurcated stent-graft, embodying a modular concept for sequential installation, connection and placement, of a first large fabric-covered stent module having a single large opening at one end and two smaller openings at the other end, at least one of the smaller openings including a stub or extension adapted to receive a second fabric-covered stent module (as illustrated, for example, in PCT Published Patent Application # WO 95/21592),

WHEREAS, Dr. Dake has submitted to MinTec's attorney documentation which Dr. Dake believes establishes that Dr. Dake made a contribution to the development of said bifurcated stent-graft,

WHEREAS, the parties now wish to acknowledge all past services of Dr. Dake to MinTec and whatever contributions Dr. Dake may have made to the development of that product, to compensate Dr. Dake for those services and contributions and to confirm that any and all right, title and interest Dr. Dake may have therein is hereby assigned to MinTec and to its successors in interest.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto intending to be legally bound hereby, agree and promise that:

Dr. Dake hereby assigns and releases to MinTec all right, title and interest he has or may have in any design, suggestion, concept, invention or contribution which he made in the course of his above referenced discussions and communications with MinTec, or anyone associated with MinTec, specifically including but not limited to

Release and Assignment, continued

any and all inventions disclosed in the above referenced patent application and any and all improvements or modifications thereof.

Dr. Dake also hereby assigns and releases to MinTec all right, title and interest he has or may have, in any and all patents and/or patent applications including a disclosure of any such design, suggestion, concept, invention or contribution which he made in the course of his discussions and communications with MinTec or anyone associated with MinTec, or any improvement of modification thereof.

Dr. Dake agrees, at the expense of MinTec, to cooperate in the preparation, prosecution and enforcement of any such patents and/or patent applications, including the review and execution of any documents and the giving of testimony for which he may be called upon.

To the extent Dr. Dake may consider that he may have made any inventive contribution to any such invention, he agrees to provide to an attorney representing MinTec any and all additional documentation or proof he may have, or may reasonably obtain, of such possible inventive contribution, above and beyond that which Dr. Dake has already submitted.

MinTec agrees that its attorney will give full consideration to any such additional documentation or proof offered by Dr. Dake, and to the documentation already submitted, reserving to MinTec sole and complete discretion to interpret, use and take such action related thereto, as it deems appropriate, including, if deemed appropriate by MinTec's attorney, the naming of Dr. Dake as a co-inventor in any patent or patent application, filed or to be filed, in the U.S. or elsewhere.

MinTec agrees, upon execution of this Agreement by Dr. Dake, to make a one time payment to Dr. Dake in the amount of eight hundred thousand U.S. dollars (U.S. \$800,000.00), which shall be considered payment in full for all rights and releases assigned or made hereunder by Dr. Dake and for all past services of Dr. Dake to MinTec.

Dr. Dake agrees upon receipt of the foregoing payment that any and all claims he has or may have against MinTec or anyone associated with MinTec; arising from the above referenced discussions and communications, are hereby released.

To the extent this Agreement creates rights in and obligations to MinTec, those rights and obligations are freely assignable by MinTec and any resultant successor or assignee shall be fully entitled to the benefit of the same rights and obligations, as is MinTec in accordance herewith.

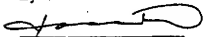
Release and Assignment, continued

To the extent Dr. Dake, by virtue of this Agreement, assigns and/or releases any rights, he hereby warrants that he has the unencumbered right to do so.

UNDERSTOOD AND AGREED

MinTec, Inc.

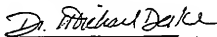
By



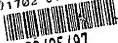
President

Date: May 6, 1996

Dr. Michael Dake



Date: May 6, 1996



02/25/97

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Milano
2-18-97

PATENT

#82
2/25/97

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Serial No.:	08/463,987	: Examiner:	M. Milano
Filed:	June 5, 1995	:	
For:	BIFURCATED ENDOLUMINAL	:	
	PROSTHESIS	:	

AMENDMENT OF INVENTORSHIP PURSUANT
TO 37 C.F.R. § 1.48(a)

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Assistant Commissioner for Patents
Washington, D.C. 20231

S I R:

Please amend this application as follows.

IN THE DESIGNATION OF THE INVENTORSHIP ENTITY:

Please amend the designation of the inventorship entity by adding
the following inventor:

--Andrew H. Cragg and Michael D. Dake--.

REMARKS

In support of this amendment, Applicants submit herewith the necessary documentation required by Rule 48(a), as described in the attached petition.

Respectfully Submitted,



Paul F. Prestia, Reg. No. 28,031
Allan M. Wheatcraft, Reg. No. 36,307
Attorneys for Applicant

AMW

Enclosures: Petition
Statements of Facts
Declaration (5 copies)
Written Consent
Assignee Certification

Dated: February 21, 1997

Suite 301
One Westlakes, Berwyn
P.O. Box 980
Valley Forge, PA 19482
(610) 407-0700

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February 21, 1997

